

2015-2016 JOINT POWERS AGREEMENT FOR POLICE SERVICES

This Agreement is made and entered into as of September 23, 2014, between the **CITY OF GILBERT**, a municipal corporation under the laws of the State of Minnesota ("Gilbert") and the **CITY OF BIWABIK**, a municipal corporation under the laws of the State of Minnesota ("Biwabik"). The services to be performed under this Agreement will commence January 1, 2015.

I. PURPOSE

Gilbert and Biwabik have the power within their respective cities to provide for the prevention of crime and for police protection. Under Minnesota Statute § 471.59, the cities may, by agreement, provide for the exercise of the police power by one city on behalf of the other city.

This Agreement sets forth the terms and conditions under which Gilbert will provide police services for Biwabik. Gilbert will have full authority and responsibility to provide services in accordance with all enabling legislation under the laws of the State of Minnesota and the ordinances of Biwabik. Gilbert will provide feedback to the Biwabik City Administrator and the City Council on a regular and timely basis, and will actively support the joint advisory commission pursuant to Section IX of this Agreement, whose members come from both cities, and whose purpose is to review, monitor and ensure a successful relationship between the two cities under this Agreement.

II. INTERPRETATION

This Agreement is entered into following the preparation in 2009 by Biwabik of a Request for Proposal for Police Services and the submission of a responsive Proposal by Gilbert (the "Proposal"). To the extent that any of the provisions of this Agreement are inconsistent with the provisions of the Proposal, the provisions of this Agreement will control. If any provision of this Agreement is ambiguous, the parties agree that the Proposal may be looked to as evidence of the parties' intent.

III. SERVICES

Gilbert will provide Biwabik with 24-hour police service and will physically place a certified officer within the boundaries of Biwabik 21 hours a day, except in those instances when the officer makes an arrest and transports a prisoner, during mutual aid situations, when providing backup for another officer, when called away for a court appearance, booking or similar police matter, sick day, government day, some vacation replacement, or a Saturday/Sunday day shift. Subject to these exceptions and normal circumstances, Gilbert will provide 24 hour police protection and police presence each day within the City of Biwabik. In those instances stated above when an officer is not physically present in Biwabik, Gilbert will respond to police calls with other officers.

IV. LEVEL OF SERVICES

DURING THE TERM OF THIS Agreement, Gilbert will provide to Biwabik the same police services extended to persons and property within Gilbert, which will include, but be limited to, the following:

- A. Patrol services, with random patrolling of all residential, business and public property areas during all shifts;
- B. Police presence within the boundaries of Biwabik 21 hours each day, subject only to the exception noted above;
- C. Animal control services as provided within the City of Gilbert by the animal control service employed by Gilbert;
- D. Enforcement of all ordinances of Biwabik which are intended to be enforced by police officer, with special attention being given to parking, winter and nuisance ordinances;
- E. Ticketing for traffic violations will be done routinely during normal shifts;
- F. Crime prevention programs that encourage community involvement;
- G. Criminal investigations, crime lab services and supervisory service;
- H. Reports on police services and activities, including monthly and annual reports;
- I. Responses to medical emergencies, fires and other emergencies: responses shall include, where appropriate, securing the scene for fire/rescue personnel, accompanying fire/rescue personnel to the hospital upon request of such personnel, and follow up information to fire/rescue personnel upon request of such personnel;
- J. Officers will be available at Biwabik City Hall to answer questions from, and provide information regarding police activities to Biwabik residents, business owners and staff on an as needed basis;
- K. License inspections, background investigations and license enforcement services as called for under applicable state law or city ordinances;
- L. Review and comment, upon request, of proposed Biwabik ordinances affecting police services or enforcement;

- M. Follow-up on reported crimes with the person(s) who reported the crime, routine notification by telephone or mail as to the status of the investigation; and
- N. Special event traffic patrol services, including 4th of July events and other events at periodic parades and festivals.

V. PAYMENT FOR SERVICES

This Agreement will be effective January 1, 2015 and will continue until December 31, 2016. In consideration of services to be provided under this Agreement, Biwabik will pay Gilbert an annual fee of \$315,630 for 2015 and \$328,255 for 2016 for the police services under this Agreement. This Agreement will be effective January 1, 2015 and will continue indefinitely unless cancelled in accordance with the procedure outlined in Section XIX of this Agreement. In consideration for services provided for under this Agreement, Gilbert and Biwabik shall establish a fee for these services on an annual basis by September 7th each year. Both parties agree to re-open the contract if the cost of services (i.e., insurance premiums and/or fees associated with operations) escalates beyond 4% between 2015 and 2016. The contract re-opener will be joint effort between both the City of Biwabik and City of Gilbert.

VI. METHOD OF PAYMENT

Gilbert will bill Biwabik quarterly. Biwabik will promptly remit payments to Gilbert within thirty (30) days after receiving each billing from Gilbert.

VII. LIABILITY

Gilbert will be responsible for all liability incurred as a result of the actions of Gilbert Police Officers under this Agreement, and will hold Biwabik, its officers and employees harmless for any liability resulting from actions of a Gilbert employee and shall defend Biwabik, its officers and employees, against any claim for damages arising out of Gilbert's performance of this Agreement; provided, however, that if the claim, action or liability is one which is insured by Gilbert's liability insurer, Biwabik will bear the first \$5,000.00 of expense for any such claim, action or liability, or expenses in relation thereto, including attorney's fees, to the extent not covered by the insurer because of a deductible amount under policy (which deductible amount is currently \$10,000.00).

VIII. ADMINISTRATIVE RESPONSIBILITY

This law enforcement and police services rendered to Biwabik will be under the sole direction of Gilbert. The standards of performance, the hiring and discipline of officers assigned, and other matters relating to regulation and policies related to police employment, services and activities, will be within the exclusive control of Gilbert.

IX. JOINT ADVISORY COMMISSION

Both cities will appoint members to a joint advisory commission. The commission will meet the second Tuesday of each month to ensure that this Agreement and the services performed pursuant to this Agreement are meeting the expectations of both cities. Any recommendations of the commission will be strictly advisory.

X. COOPERATION AND ASSISTANCE AGREEMENTS

Biwabik will be included in all cooperative agreements, with other police service units, entered into by the Gilbert Police Department.

XI. HEADQUARTERS

Headquarters for services rendered to Biwabik under this Agreement will be offices owned by Biwabik and Gilbert. Gilbert and Biwabik will each provide office space for police operations for the duration of this Agreement. The citizens of Biwabik may notify headquarters or St. Louis County dispatch for police services requested either in person or by some other means of communication. Gilbert officers may take routine telephone calls and complete routine reports for Biwabik at the office provided by Biwabik. The facilities will include a desk, telephone, computer, base radio, fax and copier.

XII. EMPLOYEES OF GILBERT

Officers assigned to duty in Biwabik will at all times be employees of Gilbert. All obligations with regard to workers compensation, PERA withholding tax insurance, and similar personnel and employment matters will be the obligation of Gilbert. Biwabik will not be required to furnish any fringe benefits or assume any other liability of employment to an officer assigned to duty in Biwabik.

XIII. ENFORCEMENT POLICIES

Enforcement policies of Gilbert will prevail as the enforcement policies within Biwabik. A written statement of the current enforcement policies of Gilbert will be provided in writing to Biwabik.

XIV. ENFORCEMENT OF ORDINANCES OF THE CITY OF BIWABIK

Gilbert officers assigned to duty within Biwabik will enforce Biwabik ordinances to the extent appropriate for enforcement by police officers.

XV. OFFENSES

All offenses within Biwabik charged by police officers under this Agreement will be charged in accordance with Biwabik ordinances when possible; otherwise, the

charge will be made in accordance with the laws of the State of Minnesota or the laws of the United States of America.

XVI. COMUNICATION

Gilbert agrees to provide the Biwabik Administrator with monthly and annual police reports, in a format as is mutually agreed to by the Gilbert Police Chief and the Biwabik City Administrator.

The Gilbert Police Chief will regularly communicate with the Biwabik City Administrator in order to ensure that Biwabik is knowledgeable about any police activity in the City, and at the request of the Administrator, the Police Chief will make presentations to the Biwabik City Council.

XVII. PROSECUTION AND REVENUES

Prosecution costs will be figured into the annual cost of the contracted services between Biwabik and Gilbert each year. Confiscated drug funds, fine revenues and P.O.S.T. training reimbursement will be retained by Gilbert and used for law enforcement purposes.

XVIII. CONTINUATION OF AGREEMENT

This Agreement will be effective January 1, 2015 and will continue until terminated as described in Paragraph XIX below. In consideration for services provided under this Agreement, Gilbert and Biwabik shall establish the fee for police services on an annual basis on or before September 7th of each year.

XIX. TERMINATION OF AGREEMENT

Either Gilbert or Biwabik may terminate the Agreement by submitting a written notification to terminate to the City Administrator of Biwabik and the City Clerk of Gilbert by the 1st of April of the year that Gilbert or Biwabik intends to terminate the Agreement. Termination of the Agreement shall be effective on December 31st at 11:59 p.m. of the year that either Gilbert or Biwabik terminate this Agreement.

XX. REVIEW OF AGREEMENT

From time to time, the terms and conditions of this Agreement shall be reviewed and revised as Gilbert and Biwabik deem necessary.

XXI. ASSIGNMENT

The rights and obligations of the parties under this Agreement will not be assigned, and Gilbert will not subcontract for any services to be furnished to Biwabik (except as otherwise provided in this Agreement), without the prior written consent of the other party.